

Fair Use Policy

Summary

- 1 Our Fair Use Policy applies to services which are stated to be subject to the Fair Use Policy ("Fair Use Services").
- 2 The purpose of our Fair Use Policy is to ensure that all our customers
 - a) Can access our service; and
 - b) Do not use our services in a manner that we consider 'unreasonable' or 'unacceptable'.
- 3 We reserve the right to vary the terms of this Fair Use Policy from time to time.
- 4 We may rely on the Fair Use Policy where your usage of the Fair Use Services is unreasonable, as defined below.

Unreasonable Use

- 1 It is unreasonable use of a Fair Use Service where your use of the service is reasonably considered by OCEANDIGI to:
 - a. be fraudulent;
 - b. involve a non-ordinary use;
 - c. cause significant network congestion, disruption or otherwise adversely affect the OCEANDIGI network, a supplier's network; or
 - d. adversely affect another person's use of or access to the Fair Use Services, the OCEANDIGI network or a supplier's network.
- 2 Without limitation:
 - a. Fraudulent use includes resupplying or reselling a service without OCEANDIGI's written consent so that someone else may access, use or commercially exploit a Fair Use Service;
 - b. Non-ordinary use includes circumstances where you make or receive calls and/or make use of the internet on our network in any non-ordinary manner without obtaining our written consent first, which consent we may give or withhold, or make subject to conditions, in our discretion. Use in a non-ordinary manner includes:

- i. in the case of fixed line services:
 - a. usage for running a telemarketing business or call centre; and
 - b. usage with handsets, auto-dialler devices or software or other equipment that have not been approved by us for use on our Network;
- ii. in the case of mobile services, any use of a SIM in a SIM box, GSM gateway or any device that is used to automatically re-route calls;
- iii. usage to menace, harass or injure any person or damage anything;
- iv. usage in connection with an infringement or committing an offence against any law, standard or code; or
- v. any other activity which would not be reasonably regarded as ordinary use in relation to the Fair Use Service.

Our Rights

- 1 If we reasonably consider your use of the Fair Use Services is unreasonable, we may, at our sole discretion, without telling you before we do so:
 - a. suspend or limit the service (or any feature of it) in accordance with our Agreement with you; and/or
 - b. terminate the service in accordance with our Agreement with you.
- 2 This policy is supplementary to and does not limit any of OCEANDIGI's rights.